

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAN FERROSTAAL, INC. :

Plaintiff, : 07 CV 7303 (HB)

-against- :

M/V DELZOUKRE, her engines, boilers, :  
tackle, etc., MEADWAY SHIPPING & :  
TRADING INC., GRAND TEAM :  
NAVIGATION LTD., SK SHIPPING CO., LTD. :

Defendants. :  
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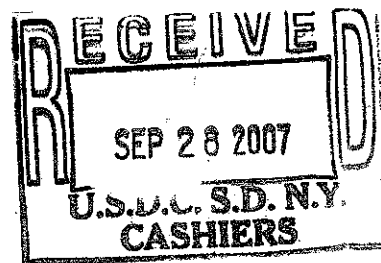
MEADWAY SHIPPING & TRADING INC. :  
And GRAND TEAM NAVIGATION LTD., :

Third-Party Plaintiffs, :

- against - :

STX PAN OCEAN (U.K.) CO. LTD., :

Third-Party Defendant. :  
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**THIRD PARTY COMPLAINT**

Defendant / Third-Party Plaintiffs MEADWAY SHIPPING & TRADING CO. and  
GRAND TEAM NAVIGATION, LTD. (hereinafter "MEADWAY" and "GRAND TEAM"), by  
their attorneys, Tisdale Law Offices, LLC, as and for their Third-Party Complaint against STX  
PAN OCEAN (U.K.) CO. LTD. (STX), allege upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction and an admiralty and  
maritime claim within the meaning of Fed. R. Civ. Pro. 9(h) and MEADWAY and GRAND  
TEAM hereby invoke Rules 14(c) and 18(a) of the Federal Rules of Civil Procedure.

2. At all material times herein, MEADWAY was and is a foreign entity organized under and existing by virtue of the laws of a foreign country with a principal place of business located in Piraeus, Greece.

3. At all material times herein, GRAND TEAM was and is a foreign entity organized under and existing by virtue of the laws of a foreign country with a principal place of business located in Piraeus, Greece.

4. At all material times herein, STX was and is a foreign entity organized under and existing by virtue of the laws of a foreign country with a principal place of business located in London, England.

5. At all material times herein, STX was the time charterer of the M/V DELZOUKRE ("Vessel") pursuant to a Time Charter Party entered into between GRAND TEAM and STX.

6. At all material times herein, STX time chartered the Vessel from GRAND TEAM and thereafter sub-chartered the vessel to Defendant SK SHIPPING CO. LTD.

7. Plaintiff MAN FERROSTAAL brought the above captioned action against the Defendants alleging loss and damage to a cargo of steel coils transported under bills of lading No.s: SKSMSANL 00208, 00209, 00210, 00211, 00212, 00213 and SKSMSAHU 00381 dated August 25, 2006 on the Vessel from Shanghai, China to New Orleans, Houston U.S.A. Plaintiff alleges physical damage and cargo shortage to the cargo in the amount of \$55,000.00 U.S. Copies of the Plaintiff's Verified Complaint and Defendant / Third-Party Plaintiffs' Answer are annexed hereto as Exhibits 1 and 2 respectively.

8. Plaintiff alleges that the cargo was lost and damaged by Defendants as a result of their fault and neglect.

**AS AND FOR A FIRST CAUSE OF  
ACTION AGAINST STX PAN OCEAN UK CO. LTD.**

9. MEADWAY and GRAND TEAM repeat and reallege each and every allegation set forth in paragraphs 1 through 8 of the Third-Party Complaint as if repeated herein.

10. If the cargo was damaged as alleged in Plaintiff's Verified Complaint, then such damage was caused by the acts, omissions, fault, neglect, breach of contract and/or breach of warranty, express or implied of STX and / or its agents or servants.

11. By operation of Rule 14(c) of the Federal Rules of Civil Procedure, STX is liable directly to the Plaintiff.

**AS AND FOR A SECOND CAUSE OF  
ACTION AGAINST STX PAN OCEAN UK CO. LTD.**

12. MEADWAY and GRAND TEAM repeat and reallege each and every allegation set forth in paragraphs 1 through 11 of the Third-Party Complaint as if repeated herein.

13. If the cargo was damaged as alleged in Plaintiff's Verified Complaint, then such damage was caused in whole or in part by the acts, omissions, fault, neglect, breach of contract and/or breach of warranty, express or implied of STX and / or its agents or servants.

14. Therefore, STX is liable directly to Plaintiff for any damages sustained as alleged in its Verified Complaint and, if Plaintiff recovers from MEADWAY or GRAND TEAM, whether by settlement or judgment, then MEADWAY or GRAND TEAM are entitled to indemnity and/or contribution from STX together with all costs and attorneys fees.

**AS AND FOR A THIRD CAUSE OF  
ACTION AGAINST STX PAN OCEAN UK CO. LTD.**

15. MEADWAY and GRAND TEAM repeat and reallege each and every allegation set forth in paragraphs 1 through 14 of the Third-Party Complaint as if repeated herein.

16. If the cargo was damaged as alleged in Plaintiff's Verified Complaint, then such damage was caused in whole or in part by STX's breach of their contract of carriage with Plaintiff and/or their charter party contract with GRAND TEAM and/or their charter party contract with SK SHIPPING CO. LTD.

17. Therefore, STX is liable directly to Plaintiff for any damages sustained as alleged in its Verified Complaint and, if Plaintiff recovers from MEADWAY or GRAND TEAM, whether by settlement or judgment, then MEADWAY or GRAND TEAM are entitled to indemnity and/or contribution from STX together with all costs and attorneys fees.

**WHEREFORE**, Defendant / Third-Party Plaintiffs MEADWAY and GRAND TEAM pray that:

1. Process in due form of law may issue against Third-Party Defendant STX to appear and answer all and singular the matters aforesaid and to answer the Plaintiff's Verified Complaint as provided in Rule 14(C) of the Federal Rules of Civil Procedure;

2. If the Third-Party Defendant cannot be found within this District, then all its property within this District be attached in the amount of \$55,000.00, with interest thereon and costs, pursuant to Supplemental Admiralty Rule B;

3. Judgment be entered in favor of the Third-Party Plaintiffs against Third-Party Defendant for indemnity and/or contribution;

4. Judgment be entered adjudging the Third-Party Defendant directly liable to the Plaintiff for any damages suffered by the Plaintiff as alleged in its Verified Complaint;

5. The Plaintiff's action against these Defendants / Third-Party Plaintiffs be dismissed;

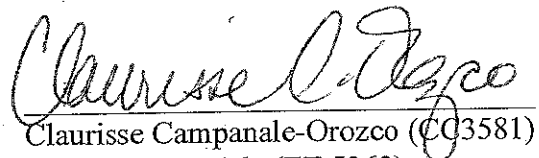
6. Third-Party Plaintiffs be awarded costs and reasonable attorneys fees; and

7. For such other and further relief that this Court may deem just, proper and equitable.

Dated: New York, NY  
September 26, 2007

Attorneys for Defendants  
MEADWAY SHIPPING & TRADING  
INC. AND GRAND TEAM NAVIGATION  
LTD.

By:



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**AFFIRMATION OF SERVICE**

I hereby certify that on October 2, 2007, a copy of the foregoing THIRD PARTY

COMPLAINT was served via U.S. mail, postage prepaid, on the following:

Harold M. Kingsley  
Kingsley, Kingsley & Calkins  
91 West Cherry Street  
Hicksville, NY 11801

Randolph H. Donatelli  
Cichanowicz, Callan, Keane, Vengrow & Textor  
61 Broadway, Suite 3000  
New York, NY 10006

  
Claurisse Campanale-Orozeo